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Alaska Native Tribal Health Consortium  
Division of Environmental Health and Engineering  
1901 Bragaw Street, Suite 200  
Anchorage, Alaska 99508-3440

## Document Distribution

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Denali Daniels, Denali Commission, Anchorage  
Paul Morrison, DEHE, Anchorage  
Allen Bollinger, DEHE, Anchorage  
Jan Nofsinger, DEHE, Anchorage  
Ailene Valdez, DEHE, Anchorage  
Susanna Moon, DEHE, Anchorage  
Kevin Braun, DEHE, Anchorage

cc: Program Services, DEHE, Anchorage

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For additional information, please contact:

Deanza Hjalseth  
1-800-560-8637, extension 3602

LR: 05/24/06



Division of Environmental Health and Engineering

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# Cooperative Project Agreement

A Health Facility Improvement Project Between:  
The Alaska Native Tribal Health Consortium and  
Central Peninsula Health Centers Inc. in  
The City of Soldotna, Alaska  
Project No. AN 06-GH5  
August 2006

**COOPERATIVE PROJECT AGREEMENT  
HEALTH FACILITY IMPROVEMENT PROJECT  
CENTRAL PENINSULA HEALTH CENTERS INC.**

**PROJECT NO. AN 06-GH5**

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To complete this project, ANTHC and Central Peninsula Health Centers Inc. mutually agree to the terms and conditions contained in this Agreement.

PREPARED BY:

8-2-06

Date



Allen F. Bollinger, E.I.T.  
Project Engineer  
DEHE, ANTHC

RECOMMENDED BY:

8/2/06

Date

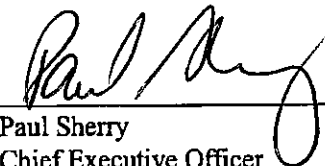


Paul C. Morrison, P.E.  
Health Facilities Manager  
DEHE, ANTHC

APPROVED BY:

8/2/06

Date



Paul Sherry  
Chief Executive Officer  
ANTHC

APPROVED BY:

8-1-06

Date



Ellen Adlam, Chair, Central  
Peninsula Health Centers Inc.

**COOPERATIVE PROJECT AGREEMENT  
HEALTH FACILITY IMPROVEMENT PROJECT  
CENTRAL PENINSULA HEALTH CENTERS INC.**

**PROJECT NO. AN 06-GH5**

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**COOPERATIVE PROJECT AGREEMENT  
HEALTH FACILITY IMPROVEMENT PROJECT  
CENTRAL PENINSULA HEALTH CENTERS INC.**

**PROJECT NO. AN 06-GH5**

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DATE OF AGREEMENT:  
August 2006

**A. INTRODUCTION**

Throughout this Cooperative Project Agreement (CPA) the following entities are referred to as follows:

Central Peninsula Health Centers Inc.	=	CPHC
Alaska Native Tribal Health Consortium	=	ANTHC
Division of Environmental Health and Engineering	=	DEHE
Rasmuson Foundation	=	Rasmuson Foundation
U.S. Department of Agriculture, Rural Development	=	USDA, RD
Denali Commission	=	Commission

The ANTHC, DEHE, role is to provide lasting solutions to promote healthy communities.

This CPA contains information about the project scope of work, funding, costs, and administration, and is being performed under the provisions of the following agreements:

- Memorandum of Understanding Between the Denali Commission and the Alaska Native Tribal Health Consortium, dated June 2006. This MOU defines the roles and responsibilities of each party.
- Denali Commission Financial Assistance Award Project No. 220-06, dated July 2006.

**B. SCOPE OF PROJECT**

This project will construct a new community health center in Soldotna, Alaska. Project activities include construction administration, FF&E procurement and installation, site preparation, materials and equipment, construction, and labor.

### C. PROJECT COST

#### C 1. Cost Estimate Table

Job Type	Scope of Work	Qty	Units	Unit Cost	Total Cost	Funding Sources			
						Denali FY06	Matching Funds		
							Rasmuson	USDA, RD	Bank Financing
M-CL	Construct new community health center	1	LS	11,000,000	11,000,000	5,500,000	1,000,000	2,000,000	2,500,000
Total Award					\$11,000,000	\$5,500,000	\$1,000,000	\$2,000,000	\$2,500,000

#### C 2. Project Funding

Contributor	Fiscal Year	Description	Amount
<u>Denali Commission</u>	<u>Federal 2006</u>	<u>NA</u>	<u>\$ 5,500,000</u>
<u>Rasmuson</u>	<u>NA</u>	<u>NA</u>	<u>\$ 1,000,000</u>
<u>USDA, RD</u>	<u>NA</u>	<u>NA</u>	<u>\$ 2,000,000</u>
<u>Bank Financing</u>	<u>NA</u>	<u>NA</u>	<u>\$ 2,500,000</u>
TOTAL PROJECT FUNDING			<u>\$11,000,000</u>

Denali Commission funding for this health facility improvement project has been made available to ANTHC through a separate Financial Assistance Award (FAA), or amendment or addendum to an existing FAA, between the Denali Commission and ANTHC. It is understood that funding transfers will be made to ANTHC incrementally. Project activities should not proceed until funding for each increment of work is available to ANTHC.

By signing this Agreement, CPHC is assuring that matching funds from other contributing agencies, if applicable, shall be made available to the project. If in-kind or other funding sources are unavailable, project activities will be curtailed.

CPHC shall not be obligated to continue performance that requires an expenditure of more funds than awarded under this CPA plus funding from other sources as specified in the funding application to the Denali Commission. If CPHC has reason to believe that the total amount required for performance will be greater than the amount of this CPA plus any other funding source amounts so specified as initially available, CPHC shall provide notice to ANTHC within ten (10) days of discovery. If the Commission (or any other funding source) does not increase the funding authorization for the project, CPHC may suspend performance until sufficient additional funds are awarded, or complete the project without additional funding assistance through this CPA.

#### D. PROJECT ADMINISTRATION

In conformance with the Commission's Financial Assistance Award, the following project management methodology has been selected by CPHC:

Project management and construction administration shall be accomplished by CPHC, which has met standards for a "Pass Through" organization approved by ANTHC. ANTHC will only maintain program oversight of the project. No technical assistance or project management will be provided by ANTHC.

On-site construction activities are expected to begin by June 2006 and be finished by October 2007. Preconstruction activities commenced in April 2006.

CPHC may select a general contractor for the project using a one step, open advertisement, RFP process. The RFP may include both price and qualifications/experience based criteria.

CPHC shall assure that the requirements established by this agreement concerning insurance, warranty and job site safety are met. CPHC may fulfill these requirements by including provisions in the General or Supplementary Conditions of the construction contract.

CPHC may use a team approach for construction administration services that complies with applicable federal provisions. The team members may include the following:

- CPHC and Central Peninsula Counseling Services: Program/management staff input and oversight
- DOWL Engineers: Project management/construction administration support
- Kluge & Associates A/E Team: Construction phase design services, periodic observations, materials testing and special inspections
- Radixos: FF&E procurement and installation support

This Agreement shall take effect upon signature by all parties and remain in effect until the expiration of the "performance period" specified within the Commission's Financial Assistance Award, or subsequent Amendment(s) or Addendum(s).

#### E. SUSTAINED OPERATIONS CONSIDERATIONS

CPHC will assume ownership and responsibility for operating and maintaining equipment and facilities provided by this project.

## F. NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS

The National Historic Preservation Act (NHPA) provides for cultural resources identification and protection through avoidance or mitigation to avoid unnecessary disturbance of reported or known human burials. The NHPA also requires Tribes to be consulting parties if archeological discoveries are made during construction.

The Native American Graves Protection and Repatriation Act (NAGPRA) contains stipulations regarding the appropriate treatment and disposition of human burials, funerary, and associated items discovered on Federal lands or Indian Allotments. NAGPRA recognizes the inherent rights and claims of the Native people but often is inapplicable to ANTHC projects. For this reason, as a policy ANTHC recognizes the inherent rights and claims of the tribal entity when human remains and associated items are uncovered through construction projects.

Therefore, if construction for this project results in the discovery of ancient cultural items (i.e., human burials, associated items, and/or archaeological artifacts), CPHC will ensure that the Kenaitze Indian Tribe will be a consulting party. In addition, the following responsibilities are assumed by the project participant in order to comply with NHPA, NAGPRA, and ANTHC policy recognizing inherent rights and claims:

- Identifying any known or reported archaeological site, artifact, or ancient human remains to avoid unnecessary damage to sensitive resources.
- Delaying construction in the vicinity of a discovery until procedures in conformance with 36 CFR 800 are complete.
- Determining appropriate mitigation measures and performing all mitigation in conformance with 36 CFR 800.
- Ensuring an archaeologist, retained or employed by any party to facilitate construction operations, will view and document any and all cultural items discovered during excavation if an adverse effect determination has been made.
- Ensuring that if removal of ancient human remains is necessary, the archaeologist will remove the entire body and that unless the Kenaitze Indian Tribe requests further study of the remains, tests upon or photographs of any ancient human remains will not occur unless specific, separate Agreements have been made with the Kenaitze Indian Tribe.
- Contacting local law enforcement officials if a modern human burial is discovered to determine if a criminal act can be identified. If the burial is from an archaeological context, the burial will be treated as archaeological remains and need not be treated as a scene of crime.



- Acknowledging that the Kenaitze Indian Tribe assumes full responsibility for any and all cultural items discovered during excavation on all but private lands.
- Acknowledging that the Kenaitze Indian Tribe reserves the inherent right to determine the appropriate disposition of any and all cultural items discovered during excavation on all but private lands.
- Acknowledging that the inherent claims or rights of the Kenaitze Indian Tribe are not diminished by the fact that the land is under ownership by another party.
- Ensuring that if a discovery is made on Federal lands, Indian Allotment lands, or lands not yet conveyed to the Village or Regional Corporation, parties to facility construction operations shall comply with NAGPRA if appropriate.
- Acknowledging that all other inherent rights and claims regarding any and all cultural items discovered on any lands other than private lands during excavation for or in support of facility construction not expressly covered in these responsibilities are reserved to the Kenaitze Indian Tribe alone.

#### G. AUTHORITY FOR APPROVAL

Upon signing this document, the ANTHC Chief Executive Officer delegates authority to sign all subsequent agreements related to this project to the Director of Regional Facilities Services, DEHE.

#### H. PROVISIONS FOR PROJECT COMPLETION

The following sections from the ANTHC, DEHE, Cooperative Project Agreement Provisions Manual for Health Facilities Projects (Orange Book), dated June 2003, are incorporated into this Agreement by reference. For the purposes of this Agreement, all references to "Local Participant" or Regional Health Organization shall mean CPHC.

- Section 1, "Provisions for All Cooperative Project Agreements"
- Section 3, "Provisions for Local Participant Management of Force Account Labor and Local Procurement of Force Account Management"

However, to suit the specifics of this Agreement, the following subsections of Section 3 are hereby modified as follows:

- Subsection 3.1, "Project Management": delete third paragraph
- Subsection 3.4, "Cash Advances": delete

- Subsection 3.5, "Transfer of Funds — Payment Requests": after last sentence add, "Funding transfers will occur within three days of submitting an acceptable request for transfer of funds."
- Subsection 3.7, "Indian Preference": delete
- Subsection 3.13, "Resolution of Disputes": delete last sentence
- Section 5, "Insurance and Indemnification Provisions for Force Account Labor Projects Managed by ANTHC or Local Participant"
- Section 6, "Assurances for All Construction Programs" (Standard Form 424D)

The following federal provisions apply to this project:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations  
<[www.whitehouse.gov/OMB/circulars/a133/a133.html](http://www.whitehouse.gov/OMB/circulars/a133/a133.html)>  
(applies to all Agreements)
- 15 CFR, Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Nonprofit, and Commercial Organizations  
<[www.access.gpo.gov/nara/cfr/waisidx\\_99/15cfr14\\_99.html](http://www.access.gpo.gov/nara/cfr/waisidx_99/15cfr14_99.html)>  
(applies to non-profits)
- OMB Circular A-122, Cost Principles for Nonprofit Organizations  
<[www.whitehouse.gov/OMB/circulars/a122/a122.html](http://www.whitehouse.gov/OMB/circulars/a122/a122.html)>  
(applies to non-profits)

In the event there are conflicts between this Agreement and similar provisions in the ANTHC, DEHE, Cooperative Project Agreement Provisions Manual for Health Facilities Projects (Orange Book), this Agreement shall take precedence.

## **APPENDIX**

### Maps

- USGS Community Vicinity Map
- Project Activity Map



United States Department of Agriculture  
Rural Development  
Alaska USDA Service Center



**SUBJECT:** Finding of No Significant Environmental Impact and Necessary  
Environmental Findings for Central Peninsula Health Centers, Inc.,  
Cottonwood Clinic, Soldotna, Alaska, 920177803

**TO:** Central Peninsula Health Centers, Inc., Cottonwood Clinic Project File

The USDA, Rural Development has received an application for financial assistance from the Central Peninsula Health Centers, Inc. (CPHC). The proposed project consists of construction of a 31,000 square foot community health center and associated parking in Soldotna, Alaska. USDA Rural Development funding will be for the Fixtures, Furniture, and Equipment for the facility.

As required by the National Environmental Policy Act, Rural Development has assessed the potential environmental effects of the proposed project and has determined that the proposal will not have a significant effect on the human environmental and for which an Environmental Impact Statement will not be prepared. The basis of this determination is that there are no substantive adverse effects to wetlands, floodplains, threatened and endangered species, historic resources, or other environmental resources. In order to avoid or minimize any adverse environmental impacts, Rural Development will require the applicant to incorporate the following mitigation measures into the proposed project's design:

- The construction contractor for the project will develop a Storm Water Pollution Prevention Plan to comply with the U.S. Environmental Protection Agency National Pollution Discharge Elimination System General Permit for Construction and to minimize the potential for adverse effects to water quality.
- In the event that cultural remains are discovered during construction, work must cease in the immediate area and federal regulations pertaining to emergency discovery situations must be followed. If this occurs, the State Historic Preservation Office and appropriate native entities would need to be informed immediately.

Copies of the Environmental Assessment can be reviewed or obtained at the Rural Development Area Office in Kenai, located at 110 Trading Bay Road, Suite 160, Kenai. For further information, please contact Michelle Hoffman at 907-283-6640.

110 Trading Bay Road, Suite 160 • Kenai, AK 99611  
Phone: (907) 283-6640 • Fax: (907) 283-9667

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Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD)



Denali Commission  
510 L Street, Suite 410  
Anchorage, AK 99501

907.271.1414 tel  
907.271.1415 fax  
888.480.4321 toll free  
[www.denali.gov](http://www.denali.gov)

June 26, 2006

Chris Campbell  
Heritage and Environmental Consultant  
Alaska Native Tribal Health Consortium  
1901 South Bragaw, Suite 200  
Anchorage, AK 99508-3440

Dear Ms. Campbell:

RE: United States Department of Agriculture-Rural Development (USDA-RD)  
Environmental Assessment and Finding of No Significant Impact (FONSI) for the  
Cottonwood Health Center.

This letter is written by the Denali Commission (Commission) to indicate to the Alaska Native Tribal Health Consortium (ANTHC) that the course of action outlined in the attached FONSI prepared by the USDA-RD is appropriate for the Cottonwood Health Center clinic project (attached). When another federal agency has conducted the applicable environmental determination for a project funded with Denali Commission funding, the Commission as a general rule adheres to this determination. This is the case with the Cottonwood Health Center project.

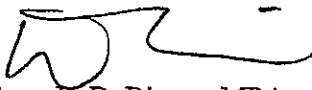
In this case, the following mitigation measures shall be incorporated into the proposed project's design consistent with the FONSI prepared by the USDA Rural Development:

1. The construction contractor for the project will develop a Storm Water Pollution Prevention Plan to comply with the U.S. Environmental Protection Agency National Pollution Discharge Elimination System General Permit for Construction and to minimize the potential for adverse effects to water quality.
2. In the event that cultural remains are discovered during construction, work must cease in the immediate area and federal regulations pertaining to emergency discovery situations must be followed. If this occurs, the State Historic Preservation Office and appropriate native entities should be informed immediately.

These requirements are cited directly from the USDA FONSI dated May 11, 2006 and signed by Ms. Merlaine Kruse. If any deviations from this determination are made, the Denali Commission must be notified immediately.

Please contact Ms. Denali Daniels of my staff, [ddaniels@denali.gov](mailto:ddaniels@denali.gov), 271.1189, with any questions.

Sincerely,

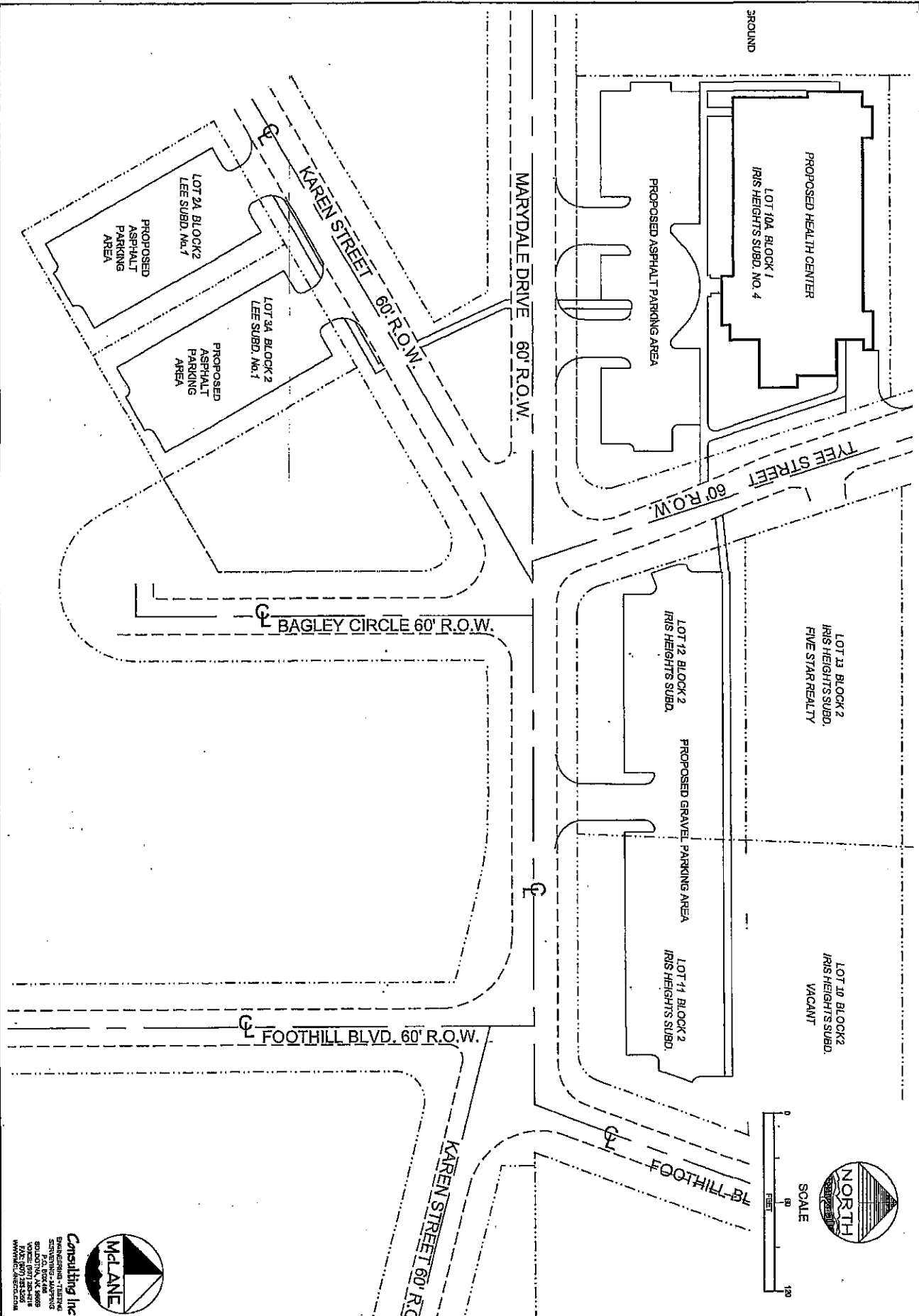


Tessa L. D. Rinner, MPA  
Director of Programs

Attachments

CC: Paul Morrison/Dan Reitz, ANTHC (via e-mail)  
Merlaine Kruse, USDA (via email)  
Stan Steadman/Jay A. Farmwald, CPHC (via email)

File: Chronological  
Award file/86-DC-2003-I33



Revisions:

**KLUGE & ASSOCIATES**  
 ARCHITECTURE • INTERIORS • GRAPHICS  
 KENAI, ALASKA (907) 283-3698  
 kluge@otenet.net

Soldotna, Alaska  
 ANTHC Project No. AN 06-GH5  
 Cottonwood Health Center



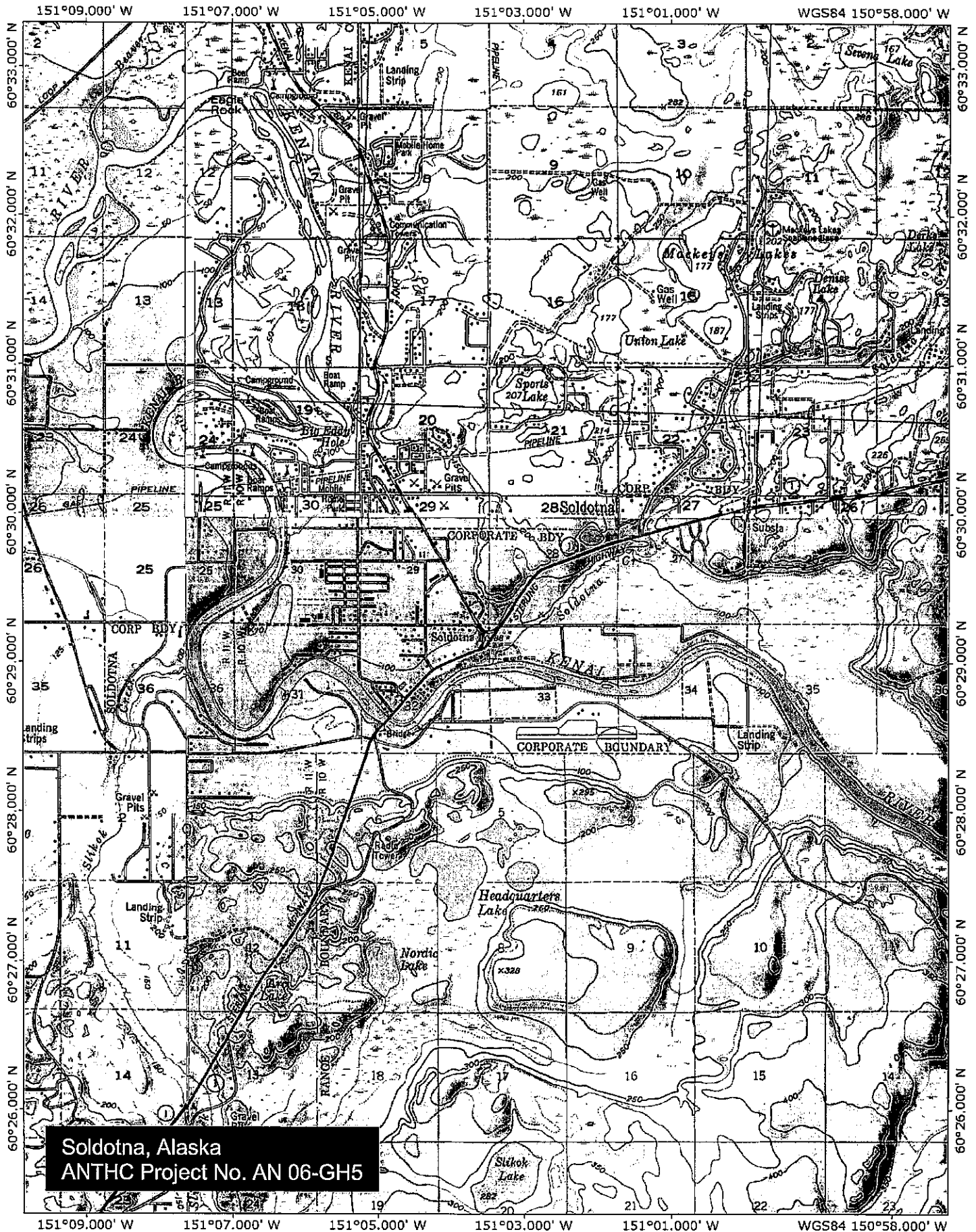
**McLANE Consulting Inc.**  
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 SOLDOTNA, ALASKA 99683  
 PHONE (907) 283-4218  
 WWW.MCLANECONS.COM

**McLANE**

DATE: APRIL 24, 2004  
 DRAWING: C2.1  
 PROJECT: ANTHC  
 FILE NAME: ANTHC

ENTIRE SITE

Sheet: **C2.1**  
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